

marcap

MarCap Corporation

200 West Jackson
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Chicago, Illinois 60606

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EQUIPMENT LEASE SCHEDULE NO. 02

This Equipment Lease Schedule is hereby made a part of Master Equipment Lease No. 06030106-02 dated as of April 7th, 2006, ("Lease") between **MarCap Corporation** ("Lessor") and **Nuclear Management, Inc.** ("Lessee"). All capitalized terms herein shall have the same meaning as such terms are defined in the Lease. To the extent the terms of this Equipment Lease Schedule may be inconsistent with the Lease, the terms of this Schedule shall control.

Equipment

Leashold Improvements

Vendor

Various

All of the foregoing equipment, together with all parts and accessories therefore, all attachments, accessories and additions incorporated therein, attached thereto or used in connection therewith, all replacements and substitutions therefore and all income, proceeds and products thereof being collectively referred as the "Equipment".

Equipment Location: Montefiore Medical Center
1695 A Eastchester Road, Bronx, New York 10467-2490

Initial Term of Lease: Sixty-three (63) months in arrears

Number of and Amount of Rental Payments: **Months 1-3 at \$0.00 and Months 4-63 at \$15,234.00**, plus any applicable taxes

Estimated Total Cost of Equipment: \$700,000.00, plus any applicable taxes

Additional Provisions

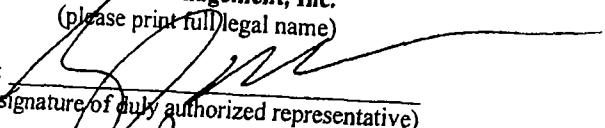
Purchase Option: Provided that no Event of Default or other event which, with notice or lapse of time or both, would become an Event of Default has occurred and is continuing under the Lease or any Schedule thereof; and provided that Lessee has otherwise fully performed all of its obligations under the Lease and this Schedule, Lessee shall have the option to purchase all, but not less than all, of the Equipment identified on this Schedule at the end of the Initial Term hereof on an "AS IS, WHERE IS, WITH ALL FAULTS" basis for a cash price equal to one dollar (\$1.00). Such purchase by Lessee shall be without recourse to Lessor and without any warranty by Lessor, other than a warranty that the Equipment is free and clear of liens and encumbrances resulting by or through acts of Lessor.

Rental Adjustment: All rentals provided for above are based upon the Prime rate as published in the Wall Street Journal as of February 27, 2006. Any increase in the Prime Rate prior to commencement of the lease will increase the monthly payments correspondingly. At Lease commencement, the payments will be fixed for the term of the lease.

SIGNATURE PAGE - EQUIPMENT LEASE SCHEDULE NO. 02

Dated as of the day and year first above written.

Lessee: **Nuclear Management, Inc.**
(please print full legal name)

By: 
(signature of duly authorized representative)

Print Name: Ron Lissak

FEIN: _____

Title: President, CEO

Address: 43 Leopard Rd
PAOLI, Pa.

Telephone: (610) 993-1640

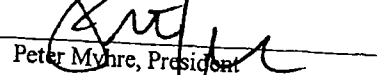
Witness: 

Signature: _____

Print Name: Mike Walchowski

Accepted by Lessor at Chicago, Illinois

MarCap Corporation

By: 
Peter Myhre, President

marcap

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A member of The Mamon
Group of companies

via email: rlissak@integralpet.com

November 20, 2006

Mr. Ron Lissak
Nuclear Management, Inc.
43 Leopard Road, Suite 200
Paoli, PA 19301

RE: Schedule No. 02 to Equipment Lease No. 06030106 dated as of April 7, 2006
(the "Agreement")

Dear Mr. Lissak:

This letter will amend the above referenced Agreement as follows:

1. Due to changes in equipment cost and the addition of progress interest accrued up to October 24, 2006, the Total Cost of Equipment has been amended from \$700,000.00 to \$729,289.08.
2. Due to the above change in the Equipment Cost, the Rental Payments amount has been amended to months 1-3 @ \$0.00, 4-63 @ \$16,176.76 per month, commencing on October 24, 2006.

All other terms and conditions of the Agreement will remain in full force. As your acknowledgement of the above amendment, please sign in the space provided and return as soon as possible.

Sincerely,

Anne Davenport
Anne Davenport
Contract Administrator

By: *[Signature]*
Title: member